



HUMBOLDT COUNTY SHERIFF'S OFFICE

WILLIAM F. HONSAL, SHERIFF/CORONER

CIVIL/COURTS
(707) 445-7335

MAIN STATION
826 FOURTH STREET • EUREKA CA 95501-0516
PHONE (707) 445-7251 • FAX (707) 445-7298

CUSTODY SERVICES
(707) 441-5159

*** Donation Letter***

Hub Group
2000 Clearwater Dr.
Oak Brook, IL 60523

April 7th, 2020

To whom it concerns,

This letter hereby acknowledges that on **04-07-2020**, Hub City Terminals Inc. has donated two, fifty-three foot, refrigerated tractor trailers to the Sheriff's Department, **County of Humboldt Tax ID # 94-6000513**. The respective Vehicle Identifications Numbers are as follows:

1UYVS2534H2077003

1UYVS2536H2077004

Respectfully,

APPROVED

By Regina Fuller at 2:39 pm, Apr 07, 2020

Regina Fuller
Deputy Director Sheriff's Administration

MCKINLEYVILLE STATION
(707) 839-6600

GARBerville STATION
(707) 923-2761

CORONER'S OFFICE
(707) 445-7242

ANIMAL CONTROL
(707) 840-9132

TRINITY RIVER STATION
(530) 629-1025

DONATION AND RELEASE AGREEMENT

This Donation and Release Agreement (this "Agreement") for the transfer of ownership of used equipment between Hub City Terminals, Inc. ("Hub"), a Delaware Corporation, with its place of business at 2000 Clearwater Dr., Oak Brook, IL, and County of Humboldt ("Transferee"), with a location at 826 4th St., Eureka, CA 95501, (each a "Party" and collectively the "Parties"), is effective as of April 7, 2020 (the "Effective Date").

WHEREAS, Hub owns certain used equipment that it wishes to donate to Transferee;

WHEREAS, Transferee is a government entity;

THEREFORE, for good and valuable consideration, the Parties agree to the following:

1. Attached hereto as Exhibit 1 is a description of used refrigerated trailer(s) with attached refrigeration unit(s) (the "Equipment") that Hub agrees to donate to Transferee, and Transferee agrees to take ownership of, pursuant to this Agreement.
2. Hub shall hereby donate the Equipment at no cost to Transferee provided, and on the condition that, Transferee signs this Agreement. As of the Effective Date, transfer of ownership (including, without limitation, all rights, title, and interest), exclusive possession and control, and risk of loss of the Equipment transfers to Transferee.
3. Promptly following the transfer of ownership pursuant to this Agreement, Hub shall provide the original title documents for the Equipment, if any, to Transferee properly documenting the transfer hereunder (with Transferee executing any necessary transfer documentation). Any additional requirements related to transfer of title for the Equipment is the sole responsibility of Transferee; provided, however, that Hub agrees to execute all reasonable documents presented by Transferee that are necessary to finalize transfer of title and registration of the Equipment to Transferee. Transferee shall provide to Hub a donation letter evidencing Hub's donation of the Equipment.
4. Transferee acknowledges that the Equipment is in used condition. Ownership of the Equipment is transferred hereunder "as-is" and "where-is". Hub expressly disclaims all warranties, whether express, implied, or statutory, as to the Equipment, including, without limitation, any warranty of merchantability or other quality and fitness for a particular purpose.
5. Transferee represents, warrants, and covenants that the Equipment will never be used to provide for-hire transportation or motor carrier services. Transferee further represents, warrants, and covenants that it shall not sell, transfer, or convey the Equipment to, or allow the use of the Equipment by, a third-party that will use the Equipment to provide (or enable another to provide) for-hire transportation or motor carrier services. If Transferee intends to transfer ownership of the Equipment, it will require that any subsequent owner agree in writing (and enforce such restriction) (i) to not use the Equipment (or enable another to use the Equipment) to provide for-hire transportation or motor carrier services, and (ii) that it will require and enforce identical restrictions on use of the Equipment as set forth herein as part of any future transfer(s) of ownership of the Equipment.
6. Hub shall deliver the Equipment to a location acceptable to Hub.
7. Transferee agrees to remove all existing company-specific identification markings (e.g., logos, ID#s) from the Equipment ("De-Identification"), at Transferee's sole expense.
8. Transferee hereby agrees to defend, indemnify and hold harmless Hub and its directors, officers, employees, parent companies, corporate affiliates, contractors, and agents (the "Indemnitees") against any and all claims, demands, liabilities, losses, damages, actions, suits, costs, fines, penalties, and expenses (including reasonable attorneys' fees) (collectively, "Claims") related to Transferee's acts or omissions or breach of this Agreement, except to the extent such Claims were caused by such Indemnitees' own negligence or misconduct.

- 9. To the extent that either Party may be precluded by acts of Nature, authority of law, strikes, labor disputes, accidents, lockouts, riots, war or other causes beyond its reasonable control from compliance with any term or condition in this Agreement or any attachment hereto, such compliance shall be excused to the extent it is necessitated by such causes and neither Party shall be liable to or penalized by the other for any loss, damage or failure to perform that results therefrom; provided all other sections of this Agreement remain in full force and effect.
- 10. Should any Party materially breach this Agreement, the non-breaching Party shall be indemnified by the breaching Party for its reasonable attorney's fees and out-of-pocket costs which are in any way related to the breach of this Agreement. This provision shall not limit the remedies either Party may have otherwise possessed in law or equity related to a breach of this Agreement. The term "out-of-pocket" costs shall not include lost profits or other consequential damages. Transferee shall indemnify, defend, and hold Hub (and its subsidiaries and affiliates) harmless from any damage, loss, liability, claim, penalty, fine, or expense (including, without limitation, reasonable attorneys' fees) related to, or stemming from, the Equipment on and following the Effective Date.
- 11. In any event that any portion of this Agreement becomes or is deemed unenforceable, the remaining portions of this Agreement shall remain in full force and effect.
- 12. This Agreement is the final agreement between the Parties regarding the subject matter hereof and supersedes any and all prior agreements, proposals, negotiations and representations, written or oral. The terms and conditions of this Agreement cannot be modified, supplemented or rescinded except by an agreement in writing signed by authorized representatives of the Parties. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement.
- 13. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to Illinois' choice of law principles. Any action, proceeding or litigation arising from or related to this Agreement, whether of validity, interpretation, performance or otherwise, shall be filed and litigated exclusively in the Circuit Court of the Eighteenth Judicial Circuit of the State of Illinois located in DuPage County, Illinois or in the United States District Court for the Northern District of Illinois, Eastern Division, and in no other court, and Hub and Transferee hereby consent to jurisdiction in these courts and agree that venue is proper exclusively in these courts.

IN WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the Effective Date:

County of Humboldt

Hub City Terminals, Inc.

Signature:

William Hovsa

Signature:

DocuSigned by:
Terri Pizzuto
1F4B364E045E449...

Print:

William Hovsa

Print: Terri Pizzuto

Title:

Storiff

Title: CFO

Date:

4/7/2020

Date: April 7, 2020

Exhibit 1

List of Equipment

VIN#:

1UYVS2534H2077003

1UYVS2536H2077004

NOTICE AND AMENDMENT CONCERNING DONATION AND RELEASE AGREEMENT


To Whom It May Concern:

This letter amendment is to inform you (i.e. the Transferee (as set forth below)) that certain Equipment Hub City Terminals, Inc. ("Hub") transferred to you in connection with the Donation and Release Agreement between Hub and you (the "Agreement") is owned and titled in the name of Hub's 100% commonly owned affiliate, Estenson Logistics, LLC ("Estenson Logistics"). By signing below, Estenson Logistics hereby transfers ownership of such Equipment to you under the terms and conditions set forth in the Agreement and Transferee hereby agrees to such transfer under those same terms. Estenson Logistics is granted all of the same rights and benefits of Hub under the Agreement. Capitalized terms not otherwise defined herein shall have the meaning as set forth in the Agreement.


In order to effectuate the smooth transition of the Equipment from Hub and/or Estenson Logistics, LLC to you, we recommend that this letter amendment be submitted with a copy of the Agreement when applying to obtain a new title for the Equipment in your name to the applicable state motor vehicle agency.

IN WITNESS WHEREOF, the parties have signed this letter amendment to be effective as of April 9, 2020.


County of Humboldt ("Transferee")

Signature: 
Print: William F Honsal
Title: STUFF
Date: 4/10/2020

Hub City Terminals, Inc.

Signature: 
Print: Terri Pizzuto
Title: Treasurer
Date: 4/13/2020

Estenson Logistics, LLC

Signature: 
Print: Terri Pizzuto
Title: Treasurer
Date: 4/13/2020

RMB ROAD LINE INC.

1867 PISA CIRCLE
 STOCKTON, CA 95206
 PHONE: 209-981-6008 FAX: 209-252-0042
 RMBROADLINE@GMAIL.COM

INVOICE # 3

EMPTY	<input checked="" type="checkbox"/>	PICK UP	<input type="checkbox"/>
LOADED	<input type="checkbox"/>	LOAD PICKUP	<input type="checkbox"/>
PREPAID	<input type="checkbox"/>	LOAD DROP	<input type="checkbox"/>
COLLECT	<input type="checkbox"/>		

IN TIME: _____ AM
 OUT TIME: _____

SHIPPER: _____
 ADDRESS: 112 PACIFIC AVE
 CITY/STATE: FOUR EKA CA 95501

DATE: 4-14-2020
 CONSIGNEE: _____
 ADDRESS: _____
 CITY/STATE: _____

FOR EMPTY REFER # 8361

TRI#	VESSEL	PORT
CHASSIS#	B/L OR BK	SEAL#

NO. PIECES	DESCRIPTION OF COMMODITIES	WEIGHT	RATE	CHARGES
<input type="checkbox"/> LOADING				
<input type="checkbox"/> UNLOADING				
DRIVER	TRUCK NO.	PLATE NO.	TOTAL TO COLLECT	

RECEIVED BY:
S. WILLIAMS

HUMBOLDT COUNTY SHERIFF'S OFFICE

LAW ENFORCEMENT PURPOSES ONLY

Printed on 04/07/2020 - Page 1 of 1

#1

Received on 04/07/2020 at 09:46 by User 1465
For A7
CLETS.BGCE.452031.4BGCEQHEYR.I*

Lt. Williams

RR.INBMV0000

?09:46 04/07/2020 00000

?09:46 04/07/2020 24417 CA0120000

*BGCEQHEYR

TXT

?*** REGISTRATION DETAILS ***

?REGISTRATION ID: 678748081

?REGISTRATION AUTHORITY NAME: INDIANA

?VEHICLE REGISTRATION EFFECTIVE DATE: 2019-08-01

?VEHICLE REGISTRATION EXPIRATION DATE: 2020-07-31

?REGISTRATION JURISDICTION CODE (LIS): IN

?

?REGISTERED TO: HUB GROUP TRUCKING INC

?MAILING ADDRESS: 5940 KOPETSKY DRIVE; INDIANAPOLIS, IN 46217

?

?VEHICLE REGISTRATION PLATE ID: P825324

?VEHICLE REGISTRATION PLATE TYPE: AP

?VEHICLE DECAL:

?DECAL PERIOD: Full Year. Decal

?DECAL YEAR: 2019

?DECAL MONTH: --07--

?

?*** VEHICLE DETAILS ***

?VEHICLE ID: 1UYVS2534H2077003

?VEHICLE MAKE CODE: UTI

?VEHICLE MODEL YEAR: 2017

?VEHICLE CMV INDICATOR: true

?

HUMBOLDT COUNTY SHERIFF'S OFFICE

LAW ENFORCEMENT PURPOSES ONLY

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1

Received on 04/07/2020 at 09:46 by User 1465

For A7

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?09:46 04/07/2020 00000

?09:46 04/07/2020 24452 CA0120000

*BGCEQHEYR

TXT

?LIC/

VIN/1UYVS2534H2077003

MAKE/UTIL YR/2017 EXP/

?TITLE/13300131366 MODEL/1UY BODY/ VCO/ WHI

?OWNER/ESTENSON LOGISTICS LLC

CO-OF-REG/

HEARING

STATUS/

?ADDR/ 6195 W 300 S STE 200

WT/ 000000000

? SALT LAKE CITY UT 84104

CLSCD/0

ISSYR/0

?LHR1/B B AND T EQUIP FIN CORP

?ADDR/PO BOX 125

/WHITEVILLE NC 28472

?INS/UNCONFIRMED SRC/NONE

EFF/

RMB ROAD LINE INC.

INVOICE # _____

1867 PISA CIRCLE
 STOCKTON, CA 95206
 PHONE: 209-981-6008 FAX: 209-252-0042
 RMBROADLINE@GMAIL.COM

EMPTY PICK UP
 LOADED LOAD PICKUP
 PREPAID LOAD DROP
 COLLECT

IN TIME: 12:50
 OUT TIME: _____

SHIPPER: RMB
 ADDRESS: _____
 CITY/STATE: Stockton CA

DATE: 9/14/20
 CONSIGNEE: HUMBOLDT COUNTY
 ADDRESS: _____
 CITY/STATE: EUREKA CA

TRI# <u>8562</u>	VESSEL	PORT
CHASSIS#	B/L OR BK	SEAL #

NO. PIECES	DESCRIPTION OF COMMODITIES	WEIGHT	RATE	CHARGES
	<u>Empty</u>			
<input type="checkbox"/> LOADING <input type="checkbox"/> UNLOADING				
DRIVER <u>Kaman</u>	TRUCK NO. <u>112</u>	PLATE NO. <u>XP78705</u>	TOTAL TO COLLECT	

RECEIVED BY: [Signature]
S. WILLIAMS

HUMBOLDT COUNTY SHERIFF'S OFFICE

LAW ENFORCEMENT PURPOSES ONLY

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2

Received on 04/07/2020 at 09:48 by User 1465

For A7

CLETS.BGCE.452033.4BGCEQHF6F.I*

RR.INBMV0000

?09:48 04/07/2020 00000

?09:48 04/07/2020 24610 CA0120000

*BGCEQHF6F

TXT

?*** REGISTRATION DETAILS ***

?REGISTRATION ID: 678747607

?REGISTRATION AUTHORITY NAME: INDIANA

?VEHICLE REGISTRATION EFFECTIVE DATE: 2019-08-01

?VEHICLE REGISTRATION EXPIRATION DATE: 2020-07-31

?REGISTRATION JURISDICTION CODE (LIS): IN

?

?REGISTERED TO: HUB GROUP TRUCKING INC

?MAILING ADDRESS: 5940 KOPETSKY DRIVE; INDIANAPOLIS, IN 46217

?

?VEHICLE REGISTRATION PLATE ID: P825325

?VEHICLE REGISTRATION PLATE TYPE: AP

?VEHICLE DECAL:

?DECAL PERIOD: Full Year Decal

?DECAL YEAR: 2019

?DECAL MONTH: --07--

?

?*** VEHICLE DETAILS ***

?VEHICLE ID: 1UYVS2536H2077004

?VEHICLE MAKE CODE: UTI

?VEHICLE MODEL YEAR: 2017

?VEHICLE CMV INDICATOR: true

?.

HUMBOLDT COUNTY SHERIFF'S OFFICE

LAW ENFORCEMENT PURPOSES ONLY

Printed on 04/07/2020 - Page 1 of 1

#2

Received on 04/07/2020 at 09:49 by User 1465

For A7

CLETS.BGCE.452033.4BGCEQHF6F.I*

RR.TN0000000

?09:49 04/07/2020 00000

?09:49 04/07/2020 24663 CA0120000

*BGCEQHF6F

TXT

?LIC/ VIN/1UYVS2536H2077004 MAKE/UTIL YR/2017 EXP/

?TITLE/13300131368 MODEL/1UY BODY/ VCO/ WHI

?OWNER/ESTENSON LOGISTICS LLC CO-OF-REG/ HEARING

STATUS/

?ADDR/ 6195 W 300 S STE 200 WT/ 000000000

? SALT LAKE CITY UT 84104 CLSCD/0 ISSYR/0

?LHR1/B B AND T EQUIP FIN CORP

?ADDR/PO BOX 125 /WHITEVILLE NC 28472

?INS/UNCONFIRMED SRC/NONE EFF/

?